

MEMORANDUM OF UNDERSTANDING
AMONG
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT,
THE U.S. ARMY CORPS OF ENGINEERS,
THE MINISTRY OF URBAN DEVELOPMENT AND HOUSING,
THE MINISTRY OF REFUGEES & REPATRIATION, AND
THE KABUL MUNICIPALITY
FOR
A HOUSING PROJECT IN THE CHIL DUKHTARAN AREA OF GREATER KABUL
TO ASSIST DISPLACED FAMILIES

Article 1 Purpose:

The Government of the United States of America, acting through the U.S. Agency for International Development ("USAID") and the U.S. Army Corps of Engineers ("USACE") and the Government of the Islamic Republic of Afghanistan ("GOA"), acting through the Ministry of Urban Development and Housing ("MUDH"), the Ministry of Refugees and Repatriation ("MoRR"), and the Kabul Municipality wish to cooperate in a mutual effort to provide housing for up to 2,000 displaced families currently living in Kabul. As part of this proposed effort a housing project described further below would be developed in the Chil Dukhtaran area of greater Kabul. The purpose of this Memorandum of Understanding (the "MOU") is to set forth the mutual understandings of the signatories (each a "Party" and collectively the "Parties") with respect to the project and their undertakings in support of the stated purpose. This MOU is not intended to and does not effect an obligation of funds by USAID.

Article 2 Undertakings of the Parties:

Section 2.1 Water Supply:

Through its contractor, CDM Constructors Inc. ("CDM"), USAID would seek to assist with the water supply component of the project at the site which is contemplated to include the following:

2.1.1 Drilling of two production wells, (plus three test wells, one of which will be used as a spare wells) fitted with submersible pumps, controls and monitoring equipment, in the east of the narrow strip of cultivated land along west side of Logar valley at a distance of approximately 2 km from the housing area near the Janan Kala village.

2.1.2 The facility near the Janan Kala village is a pump station, designed to lift groundwater pumped from the wells to an elevated storage reservoir. In addition to the wellfield described in 2.1.1, the pump station will include an equalization tank,

booster pumps, generator system and fuel tanks, chlorination system and other appurtenances.

2.1.3 A water transmission pipe will be installed from the booster pump station to a water storage reservoir located on a hill above the housing site. Water will be supplied to the housing units by gravity from the elevated storage tank. A single 25 mm frost-free tap will be provided on the water transmission line for the village of Jana Kala.

2.1.4 A water transmission line will be installed from the pump station to the Boy's school, approximately 1,000 meters to the south.

2.1.5 As part of the site planning and infrastructure development at Chil Dukhtaran, it is anticipated that a water supply distribution network would be developed, to which the reservoir main transmission will be connected at some point near the housing area. The distribution network would be sufficient to cover the subsequent housing units, with one water distribution center per every 4 to 5 housing units

Section 2.2 Site Planning and Infrastructure Development:

2.2.1 Site Master Plan:

USACE or its contractor intends to provide the site master plan, with input from MUDH, MoRR and the Kabul Municipality, which will include the following elements:

- a. Areas set aside for up to 2,000 housing units with a minimum area of at least 50 m² per each housing unit;
- b. Areas set aside for up to three schools in three locations, where there will be approximately equal access in terms of distance by the people living throughout the site to a school;
- c. Areas set aside for up to two health clinics in two different locations, where there will be approximately equal access in terms of distance by the members of the community to a clinic;
- d. Areas set aside for up to one community center including an area set aside for a kindergarten;
- e. Areas set aside for up to one site office for the municipality building;
- f. Areas set aside for unpaved main roads (width 20 m) and sub-roads (width 15 m) throughout the housing area;
- g. Areas for parks and other recreational areas (playgrounds and space for sports such as soccer, volleyball, etc.)

Inclusion of areas for specific purposes in this MOU or the site master plan does not represent a commitment by USACE or any other Party to conduct or complete any construction or work for such purposes. The site master plan is being prepared for planning purposes only.

2.2.2 Sub-Surface De-mining:

Surface de-mining has been accomplished. USACE, through a sub-contractor intends to accomplish sub-surface de-mining up to a depth of one meter for the footers for the actual housing site only.

2.2.3 Site Grading:

Site grading is contemplated to include a) Leveling; b) Demarcations; and c) Drainage for the whole housing area.

2.2.4 Roads:

Road construction is being planned to include: a) Surfacing; b) Compacting; and c) Gravelling. The gravelling part, for the main roads, covers only a width of 9 meters out of 20-meter-width and, for the sub-roads it covers a width of seven meters out of 12-meter-width.

Section 2.3 Housing Construction:

2.3.1 Home building training

USAID/USACE, through a training provider, is planning to establish, for each beneficiary available to work, a basic course in either carpentry, masonry, cement work or other skills needed to build a home. During this training period, the plan would be for trainees to receive a small daily stipend that would allow them to provide income for their family. Once the training period is complete, this group would serve as the construction team leaders who will guide community members building their homes. It is currently anticipated that team leaders would also be paid a small wage to provide construction services to the community.

The MUDH, MoRR and Kabul Municipality shall work together to create Community Development Councils (CDCs) among the beneficiaries. The CDCs will nominate trainees, based on selection criteria, one person per every five households. A committee consisting of two representatives of the CDCs, two representatives from the MUDH, and one contractor representative from USACE will review and approve the list, with changes as necessary based on the criteria. Preference will be given to individuals with existing construction skills and experience. It is expected that women will contribute to the construction phase whenever practicable. It is expected that up to 400 community members may receive construction training.

In case the USACE contractor responsible for construction of the housing units decides to transport those beneficiaries working on the project site on a daily basis to the site, the MoRR will facilitate the overall management of such daily transportation in order to serve as a liaison between the USACE contractor and the beneficiaries and to make sure that the beneficiaries arrive on time and resolve any other issues that may arise between the contractor and the beneficiaries at the work site. MUDH, MoRR, and the Kabul Municipality will also help ensure that only the selected beneficiaries are provided transport and access to the project site.

2.3.2 The Parties will rely on the plans of USACE's contractor responsible for construction of the homes, but it is anticipated that construction materials would include:

- a. Foundation: Stone work with cement mortar.
- b. Walls: Adobe brick and plastered from both sides.
- c. Roofing: Reinforced concrete or angle iron with burnt bricks, or another alternative whichever is less costly.
- d. Doors and Windows: Wooden.
- e. Painting: Water-based paint.

2.3.3 Floor plan of each housing unit:

It is anticipated that a USACE contractor would develop a floor plan for the housing units. The total area per housing unit is expected to be not less than 50 m². Houses will be designed and certified only as single-storey buildings. The floor plan is expected to include:

- a. Two multi-purpose rooms;
- b. A food preparation area;
- c. One corridor;
- d. One interior dry bathroom; and
- e. One exterior pit latrine.

Section 2.4 Public Buildings:

The Parties wish to leave space at the site for the following public buildings in order to provide social services for the community. Public buildings would only be built to the extent funds are available after completion of the housing units:

- Three school buildings located as per the site master plan;
- Two clinics located as per the site master plan;
- One community center located as per the site master plan; and
- One site office for the municipality building located as per the site master plan.

The size and design of any public buildings that may be funded with USAID funds are subject to the prior approval of USAID and USACE.

Section 2.5 Sustainability and Maintenance of the Project:

The GOA certifies that title to the land involved in the project is held by the GOA, and there are no other claims by any third party to such title. Furthermore, the GOA, agrees to indemnify and hold USAID, USACE, CDM, and the beneficiaries harmless from any third-party claims to title of the land.

Upon completion of a housing unit, the GOA will transfer title to the housing unit and the plot of land associated with the housing unit to a fiduciary trustee (which would be the Kabul Municipality), selected by mutual agreement of the GOA and USAID, which will hold the title for ten years in trust for a beneficiary family. After that period, the fiduciary trustee will transfer the title to the beneficiary family. Title to all other property incorporated into the site for which title is not transferred to the beneficiaries shall vest with the Kabul Municipality.

The beneficiary family can neither sell the property nor relinquish property rights to another party for a period of 10 years. The ownership document, which will be issued to the beneficiary family by the Kabul Municipality, will include this sentence "No person may acquire ownership of this document for a period of 10 years effective from the date of issuance".

As set forth in the letter signed by MUDH, MoRR and the Kabul Municipality dated April 23, 2005 regarding the Chil-Dukhtaran Refugee Repatriation Housing Scheme (see Attachment I), the GOA will be responsible for the maintenance and sustainability of the Water Supply Network/System and other services. Such services that will be ensured by the Afghan Government include, without limitation, garbage collection, road maintenance and police and fire protection. In addition, the Kabul Municipality will ensure that service is provided to pump each resident's pit latrine on a regular basis but no less than once a month. Each of the ministries and Kabul Municipality will coordinate to ensure that the recurrent costs of funding maintenance and other services are submitted in the normal operating budget of the GOA.

The MUDH, MoRR and the Municipality of Kabul agree to work with the communities surrounding the site to ensure cooperation with USAID, USACE and any USAID or USACE contractors or subcontractors working on and around the site. Cooperation on matters such as security, access to the site and to other areas needed to work, as well as protection of assets that cross or are located within the current communities and surrounding areas is essential to the success of the project and the MUDH, MoRR and the Municipality of Kabul agree to provide all necessary support on these and any other matter necessary to successfully complete the project.

Section 2.6 Beneficiaries Selection:

The GOA will select the beneficiaries based on the following criteria:

1. The beneficiary must come from Kabul and have resided in Kabul for 5-10 years at some point in time. Although it may be difficult to verify residence in Kabul, the GOA will identify residents of Kabul using (a) Voluntary Repatriation Form (VRF) cards (issued by UNHCR upon arrival as refugee returnees); (b) a National Identity card; (c) food distribution cards. The MoRR will continue with its survey of families, who are living in tents now in Kabul to arrive at the pool of potential beneficiaries.
2. The beneficiary must be an IDP/Refugee returnee to Kabul.

3. The beneficiary must be landless.
4. The selection must be based on a family unit, and not a single individual.
5. Emphasis will be placed on the disabled and families headed by widows.

A committee will be established in order to select the beneficiaries. The composition of the Beneficiary Selection Committee will have representatives from the following:

1. Deputy Minister of the Refugees and Repatriation Ministry;
2. Chief Adviser to the Ministry (Eng. Samey);
3. Reintegration Officer (Mr. Rasouly)
4. Director of Protection, Mr. Baseer;
5. One representative from UNHCR, to be nominated;
6. One representative from the U.S. Embassy, to be nominated;
7. One representative from the USAID, to be nominated;
7. One representative from the Kabul Municipality, to be nominated (The ministry will follow up this);
8. One representative drawn from the ranks of the IDP/Refugee Community, Mr. Noor Mohammad; and
9. One representative from Human Rights Commission, to be nominated.

The committee shall double check the selected beneficiaries on the site to make sure that the beneficiaries are accurately selected in accordance with the criteria set above.

Article 3 Standard Provisions

Section 3.1 Relation to Framework Bilateral Agreement: Assistance furnished by USAID, USACE, or any contractor of either USAID or USACE pursuant to this MOU whether direct or in-kind will be considered United States assistance within the scope of the Agreement between the United States of America and the Technical Cooperation Agreement between the United States of America and Afghanistan entered into force February 7, 1951, as amended, and is subject to the terms and conditions of that agreement, including provisions relating to exemptions from taxes and customs duties exemptions.

Section 3.2 Third Party Instruments and Availability of Funds: In order to provide the assistance described above, USAID may enter into such contracts and other instruments with public and private parties as is deemed appropriate. All undertakings of the U.S. Government pursuant to this MOU are subject to the availability of funds and to further agreement between USAID and such public and private parties, regarding the provision of assistance. This MOU is not intended to effect an obligation of funds by USAID or USACE.

Section 3.3 Compliance with U.S. Law and Regulations: USAID or USACE shall obligate, commit and expend funds and carry out operations in furtherance of this MOU only in accordance with the applicable laws and regulations of the United States.

Section 3.4 Title to and use of property: Unless otherwise directed by USAID, title to all property furnished by USAID or USACE or their contractors shall be in the GOA. Any property furnished by USAID or USACE and titled to the GOA shall be used effectively for the assistance purpose described above and upon completion of the assistance, shall be used so as to further the objectives of the assistance. If property furnished by USAID or USACE and titled to the GOA is used for purposes other than those agreed upon by the Parties, under circumstances which could reasonably have been prevented by appropriate action of the GOA, the GOA shall, upon USAID's request and election, return such property or refund the amount disbursed for such property in U.S. dollars.

Section 3.5 Publicity: The Parties and their contractors or agents will give appropriate publicity to the assistance as a program to which the U.S. Government has contributed.

Section 3.6 Information and Implementation Letters: USAID and the GOA shall provide each other with such information as may be needed to facilitate provision of the assistance and to evaluate the effectiveness of this assistance. In addition, USAID may from time to time issue implementation letters to clarify this MOU. Implementation letters shall not be used to amend the text of the MOU.

Section 3.7 Authorized Representatives: The Parties shall be represented by those holding or acting in the offices held by the signatories to this MOU. Each Party may, by written notice to the other Parties, identify additional representatives authorized to represent that Party for all purposes other than executing formal amendments to changes in its authorized representatives.

Section 3.8 Amendment and Modification: This MOU may be amended or modified by written agreement of the parties.

Section 3.9 Termination: Either party may terminate this MOU, in whole or in part, by giving the other party thirty (30) days written notice. In the event of partial termination, such notice shall specify affected activities. Termination of this MOU will terminate any responsibilities of parties to provide financial or other resources for the activities related to this MOU, except for payments which are committed to be made pursuant to non-cancelable commitments entered into with third parties prior to the termination of this MOU.


Section 3.10 Language: This MOU is prepared in both English and Dari. In the event of ambiguity or conflict between the two versions, the English language version will control.

Section 3.11 Effective Date: This MOU shall be effective on the latest date of signing by any Party.

In witness whereof, the parties, each acting through their dully authorized representatives, have caused this MOU to be signed and delivered as of the dates set forth below.

SIGNATORIES:


On behalf of the U.S. Agency for International Development



Barry Primm
Acting Mission Director
7-23-05

Date

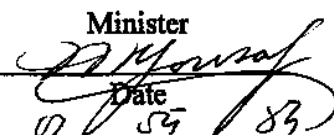
On behalf of the U.S. Army Corps of Engineers:



Name: COL Christopher J. Toomey
Title: COL, BN Commanding
23 July 2005

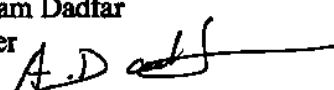
Date

On behalf of the Ministry of Urban Development & Housing

Eng. Mohammad Yousuf Pashtun
Minister


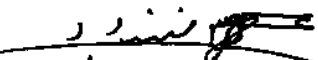
Date
07/24/05

On behalf of the Ministry of Refugees & Repatriation

Mohammad Azam Dadfar
Minister


Date

On behalf of the Kabul Municipality



1/3 Dr. Ghulam Sakhi Noorzad
The Mayor
184

Date

ATTACHMENT I

**[INSERT A COPY OF THE APRIL 23, 2005 LETTER FROM THE MINISTRIES
AND MUNICIPALITY REGARDING ADMINISTRATION AND SUSTAINABLE
SERVICES FOR THE PROJECT]**



April 23, 2005

CHIL-DUKHTARAN REFUGEE REPATRIATION HOUSING SCHEME

ADMINISTRATION & SUSTAINABLE SERVICES

The sustainability, self-administration and maintenance of the 2,000 units of housing scheme is the most important aspect of the project after the completion. In order to be prepared for such a challenge, the following steps are planned and are to be implemented through three organs of the Afghan government, who are partners in the planning, implementation and efficient administration of the services after completion. The three organs are:

- 1- The ministry of Urban development, responsible for the planning, engineering supervision and technical aspects.
- 2- Ministry of Repatriation and Refugees is responsible for the selection of eligible families, and the administration, maintenance of the housing services until a fully operational municipal set up is taking over these aspects.
- 3- The MUNICIPALITY of the area of CHIL-DUKHTARAN, who is going to be responsible for the self administration and sustainable urban and housing services. These services are to be supported by the municipal income tax paid by the residents of these houses.

However, we have three distinct phases of the project:

- 1- Planning and designing
- 2- Construction and occupation of the houses
- 3- Establishing fully operational MUNICIPAL SET UP after the completion

In each of the above phases the following organs are to be responsible for the implementation of the required steps of that particular phase.

PHASE I: PLANNING AND DESIGN:

MUDH, MORR and Kabul municipality jointly works for the completion of the phase, with USAID and ARMY CORPS OF ENGINEERS as funding and implementation sources. MUDH is the leading ministry at this stage.

جمهوری اسلامی افغانستان
وزارت شهرسازی و مسکن
ISLAMIC REPUBLIC OF AFGHANISTAN
MINISTRY OF URBAN DEVELOPMENT AND HOUSING



PHASE II:
CONSTRUCTION AND DISTRIBUTION OF HOUSES:

MUDH is still the leading ministry, however, MORR is more active to select families and introduce them to the implementing partners for the self-construction process. There is need to start the elementary center of administration and maintenance of services such as water supply, road systems etc. This center is to be initiated by MUDH and MOOR, but the funds for sustainable operation has to be contributed by the implementation partner for only six months to come. With in this six months, plans for self-financed maintenance operation shall be prepared and implemented.

PHASE III:
MUNICIPAL OPERATION AND MAINTENANCE SET UP:

By the end of 2005, a small maintenance and service administration set up shall be fully operational and the local residents shall contribute financially to support the system. The financial support shall be the municipal taxation. MUDH and MORR along with Kabul municipality shall establish the system under the direct over all control of Kabul Municipal Corporation. By then the responsibility of MUDH shall end and MORR shall continue to be involved in the social services of the community.

Based on the above details, the three undersigned government organs are pledging their commitment for the successful establishment of SELF-SUSTAINABLE maintenance and municipal administration of the housing scheme of Chil-Dukhtaran.

MINISTER OF URBAN DEVELOPMENT AND HOUSING.....

[Signature]
04/02/84

MINISTER OF RETURNEES AND REFUGEES.....

[Signature]

MAYOR OF KABUL MUNICIPAL CORPORATION.....

[Signature]
9/2/84